

Section I - Contract Clauses

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- I.4 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**
- I.5 FAR 52.203-7 Anti-Kickback Procedures. (JUL 1995)**
- I.6 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)**
- I.7 FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**
- I.8 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007)**
- I.9 FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (DEC 2008)**
- I.10 FAR 52.203-14 Display of Hotline Poster(s). (DEC 2007)**

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Poster(s) Obtain from

[Contracting Officer shall insert-- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and (ii) The website(s) or other contact information for obtaining the poster(s).]

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(4) Is for the acquisition of a commercial item; or

(5) Is performed entirely outside the United States.

- I.11 FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)**
- I.12 FAR 52.204-7 Central Contractor Registration. (APR 2008)**
- I.13 FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)**
- I.14 FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)**
- I.15 FAR 52.211-5 Material Requirements. (AUG 2000)**
- I.16 FAR 52.215-2 Audit and Records - Negotiation. (MAR 2009)**
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- I.19 FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997)**
- I.20 FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2004)**
- I.21 FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)**
- I.22 FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.23 FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 1997)

I.24 FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 1997) - Alternate III (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

- (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If -

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

- (2) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (3) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (4) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (3) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: [*Insert media format*]

I.25 FAR 52.215-23 Limitations on Pass-Through Charges. (OCT 2009)

I.26 FAR 52.216-18 Ordering. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through five years after the date of contract award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract.

In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.27 FAR 52.216-19 Order Limitations. (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of \$10,000,000.00
 - (2) Any order for a combination of items in excess of 15,000,000.00 or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection FAR 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.28 FAR 52.216-22 Indefinite Quantity. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The

contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after two years from the last date of the contract's effective period.

- I.29 FAR 52.217-9 Option to Extend the Term of the Contract.**
- I.30 FAR 52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)**
- I.31 FAR 52.219-8 Utilization of Small Business Concerns. (MAY 2004)**
- I.32 FAR 52.219-14 Limitations on Subcontracting. (DEC 1996)**
- I.33 FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)**
- I.34 FAR 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)**
- I.35 FAR 52.222-3 Convict Labor. (JUN 2003)**
- I.36 FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)**
- I.37 FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**
- I.38 FAR 52.222-26 Equal Opportunity. (MAR 2007)**
- I.39 FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)**
- I.40 FAR 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)**
- I.41 FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)**
- I.42 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004)**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a

union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management

Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (6) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (7) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (8) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.43 FAR 52.222-41 Service Contract Act of 1965. (NOV 2007)

I.44 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits

"TBD" (to be completed in each individual Task Order, if applicable)

- I.45 FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)**
- I.46 FAR 52.222-54 Employment Eligibility Verification. (JAN 2009)**
- I.47 FAR 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)
- Alternate I (JUL 1995)**
- I.48 FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)**
- I.49 FAR 52.223-6 Drug-Free Workplace. (MAY 2001)**
- I.50 FAR 52.223-10 Waste Reduction Program. (AUG 2000)**
- I.51 FAR 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)**
- I.52 FAR 52.224-1 Privacy Act Notification. (APR 1984)**
- I.53 FAR 52.224-2 Privacy Act. (APR 1984)**
- I.54 FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- I.55 FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods--
Buy American Act--Construction Materials under Trade Agreements. (AUG 2009)**

(b)(3) "TBD" (to be completed in each individual Task Order, if applicable)
(d) "TBD" (to be completed in each individual Task Order, if applicable)
- I.56 FAR 52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007)**

(j) "TBD" (To be included in each individual task order that includes any research,
development or demonstration work)
- I.57 FAR 52.227-14 Rights in Data--General. (DEC 2007) -- Alternate III (DEC 2007)**
- I.58 FAR 52.227-17 Rights in Data--Special Works. (DEC 2007)**
- I.59 FAR 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)**

"TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be
completed in each individual Task Order, if applicable)
- I.60 FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (OCT 2008)**
- I.61 FAR 52.232-9 Limitation on Withholding of Payments. (APR 1984)**
- I.62 FAR 52.232-17 Interest. (OCT 2008)**

- I.63 FAR 52.232-18 Availability of Funds. (APR 1984)**
- I.64 FAR 52.232-23 Assignment of Claims. (JAN 1986)**
- I.65 FAR 52.232-25 Prompt payment. (OCT 2008)**
- I.66 FAR 52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)**
- I.67 FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**
- I.68 FAR 52.233-1 Disputes. (JUL 2002)**
- I.69 FAR 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)**
- I.70 FAR 52.233-3 Protest after Award. (AUG 1996)**
- I.71 FAR 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)**
- I.72 FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- I.73 FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**
- I.74 FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)**
- I.75 FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)**
- I.76 FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)**
- I.77 FAR 52.242-13 Bankruptcy. (JUL 1995)**
- I.78 FAR 52.244-5 Competition in Subcontracting. (DEC 1996)**
- I.79 FAR 52.244-6 Subcontracts for Commercial Items. (AUG 2009)**
- I.80 FAR 52.245-1 Government Property. (JUN 2007)**
- I.81 FAR 52.245-1 Government Property. (JUN 2007) -- Alternate I (JUN 2007)**
- I.82 FAR 52.245-9 Use and Charges. (JUN 2007)**
- I.83 FAR 52.246-23 Limitation of Liability. (FEB 1997)**
- I.84 FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)**
- I.85 FAR 52.248-1 Value Engineering. (FEB 2000)**
- I.86 FAR 52.251-1 Government Supply Sources. (APR 1984)**
- I.87 FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as

if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): *[Insert one or more Internet addresses]*

(End of clause)

- I.88 FAR 52.253-1 Computer Generated Forms. (JAN 1991)**
 - I.89 DEAR 952.202-1 Definitions.**
 - I.90 DEAR 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)**
 - I.91 DEAR 952.204-2 Security. (MAY 2002)**
 - I.92 DEAR 952.204-70 Classification/Declassification. (SEP 1997)**
 - I.93 DEAR 952.204-72 Disclosure of information. (APR 1994)**
 - I.94 DEAR 952.204-75 Public Affairs. (DEC 2000)**
 - I.95 DEAR 952.208-70 Printing. (APR 1984)**
 - I.96 DEAR 952.209-72 Organizational conflicts of interest. (JUN 1997)**
 - I.97 DEAR 952.223-71 Integration of environment, safety, and health into work planning and execution.**
 - I.98 DEAR 952.223-72 Radiation protection and nuclear criticality. (APR 1983)**
 - I.99 DEAR 952.223-75 Preservation of individual occupational radiation exposure records. (APR 1984)**
 - I.100 DEAR 952.223-77 Conditional Payment of Fee or Profit--Protection of Worker Safety and Health. (JAN 2004)**
 - (a) General. (1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the protection of worker safety and health (WS&H), including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."
 - (2) In addition to other remedies available to the Federal Government, if the contractor fails to comply with the terms and conditions of this contract relating to the protection of worker safety and health, the contracting officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the contractor in accordance with the terms and conditions of this clause.
1. Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to worker safety and health pursuant to the degrees specified in paragraph (c) of this clause.
- (b) Reduction Amount. (1) If in any period (see 48 CFR DEAR 952.223-77 (b)(2)) it is found that the contractor has failed to comply with contract terms and conditions relating to the

protection of worker safety and health, the contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The contracting officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 923.7001(b)). The mitigating factors include, but are not limited to, the following:

- (i) Degree of control the contractor had over the event or incident.
- (ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
- (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
- (iv) General status (trend and absolute performance) of protecting WS&H and compliance in related areas.
- (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).
- (vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).
- (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).
- (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)(i) Except in the case of performance based firm-fixed-price contracts (see paragraph (b)(3) below), the contracting officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [*insert 6 or 12*] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

2. For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the

protection of worker safety and health.

(c) Protection of Worker Safety and Health. Performance failures occur if the contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

- (2) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:
 - (i) Type A accident (defined in DOE Order 225.1A).
 - (ii) Two Second Degree performance failures during an evaluation period.
- (3) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:
 - (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.
- (4) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:
 - (i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements, or internal oversight of DOE O 440.1A requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

- (iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.
- (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

- I.101 DEAR 952.226-74 Displaced employee hiring preference. (JUN 1997)**
- I.102 DEAR 952.231-71 Insurance-litigation and claims. (APR 2002)**
- I.103 DEAR 952.235-70 Key personnel. (APR 1994)**
- I.104 DEAR 952.242-70 Technical Direction. (DEC 2000)**
- I.105 DEAR 952.245-2 Government property (fixed-price contracts).**
- I.106 DEAR 952.245-5 Government property (cost reimbursement, time-and-materials, or labor-hour contracts.)**
- I.107 DEAR 952.250-70 Nuclear hazards indemnity agreement. (JUN 1996)**
- I.108 DEAR 970.5204-2 Laws, regulations, and DOE directives. (DEC 2000)**
- I.109 DEAR 970.5204-3 Access to and ownership of records. (JUL 2005)**
- I.110 DEAR 970.5227-4 Authorization and Consent. (AUG 2002)**
- I.111 DEAR 970.5227-5 Notice and assistance regarding patent and copyright infringement. (AUG 2002)**
- I.112 DEAR 970.5227-6 Patent indemnity - subcontracts. (DEC 2000)**
- I.113 DEAR 970.5228-1 Insurance-litigation and claims. (MAR 2002)**
- I.114 DEAR 970.5229-1 State and local taxes. (DEC 2000)**
- I.115 DEAR 970.5231-4 Preexisting conditions. (DEC 2000)**

Fixed Price Clauses (apply to Fixed Price Task Orders only)

- I.116 FAR 52.211-11 Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)**
 - (a) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)
- I.117 FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006)**
- I.118 FAR 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**

- I.119 FAR 52.229-3 Federal, State, and Local Taxes. (APR 2003)**
- I.120 FAR 52.232-1 Payments. (APR 1984)**
- I.121 FAR 52.232-8 Discounts for Prompt Payment. (FEB 2002)**
- I.122 FAR 52.232-11 Extras. (APR 1984)**
- I.123 FAR 52.232-16 Progress Payments. (JUL 2009)**
- I.124 (l) Each individual Task Order will specify the applicability of progress payments.**
- I.125 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987)**
- I.126 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate II (APR 1984)**
- I.127 FAR 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate IV (APR 1984)**
- I.128 FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)**
- I.129 FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)**

Cost-Reimbursement Clauses (apply to Cost-Reimbursement Task Orders only)

- I.130 FAR 52.216-7 Allowable Cost and Payment. (DEC 2002)**
 - (a) (3) "TBD" (to be completed in each individual Task Order, if applicable)
- I.131 FAR 52.216-8 Fixed Fee. (MAR 1997)**
- I.132 FAR 52.216-10 Incentive Fee. (MAR 1997)**
 - (e) (1) "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each applicable Task Order), "TBD" (to be completed in each individual Task Order, if applicable), "TBD" (to be completed in each individual Task Order, if applicable)
- I.133 FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)**
 - (a) "TBD" (to be completed in each individual Task Order, if applicable)
- I.134 FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)**
- I.135 FAR 52.232-20 Limitation of Cost. (APR 1984)**
- I.136 FAR 52.232-22 Limitation of Funds. (APR 1984)**
- I.137 FAR 52.232-25 Prompt payment. (OCT 2008) -- Alternate I (FEB 2002)**
- I.138 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)**
- I.139 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate II (APR 1984)**
- I.140 FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate III (APR 1984)**

I.141 FAR 52.244-2 Subcontracts. (JUN 2007) - Alternate I (JUN 2007)

- (d) "TBD" (to be completed in each individual Task Order, if applicable)
- (j) "TBD" (to be completed in each individual Task Order, if applicable)

I.142 FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

I.143 FAR 52.249-14 Excusable Delays. (APR 1984)